

UNITED STATE BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

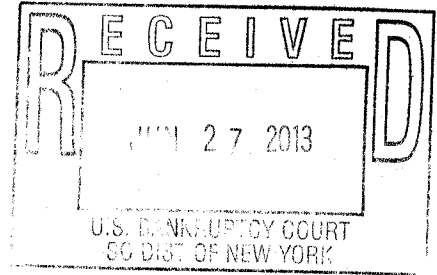
IN RE:

RESIDENTIAL CAPITAL, LLC, ET AL.,

DEBTORS

CASE No 12-12020

CHAPTER 11



IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR CHARLOTTE COUNTY, FLORIDA  
CIVIL ACTION

UNKNOWN PURPORTED PLAINTIFF,  
Purported Plaintiff

CASE NO.: 08-000252-CA

VS.

RONALD P GILLIS, et al,  
Purported Defendant

**OBJECTION TO ATTEMPT TO EXPUNGE CLAIM**

COMES NOW, Creditor #444 and Amended/Superseded Claim #913 and Purported Defendant Ronald P Gillis in Charlotte County Civil Case #08-252-CA, who is a Native North American and appears by special appearance only for the limited purpose of Objecting to the Attempt to Expunge claims # 444 & 913 in the Bankruptcy Court, Southern District of New York, case # 12-12020, hereinafter NY Bankruptcy Case, for the following reasons:

**Facts and History of Charlotte County Civil Case #08-252-CA**

The undersigned has been involved in what appears to be a fraudulent civil case for well over five years now in Charlotte County Civil Case # 08-252-CA. The purported

plaintiff in this Charlotte County Civil case according to the purported Complaint filed in January of 2008 was *Deutsche Bank Trust Company Americas as Trustee* (See Exhibit 1) however, in filings in the case to date no trust name has ever been revealed after numerous discovery requests and requests for admissions have been ignored. The Charlotte County Civil Case appears to have been filed without standing and for the sole purpose of stealing real estate property of the undersigned in the amount of \$209,859.68. Further, on July 15, 2009, there was what purports to be an Assignment of Mortgage placed on Public Records in Charlotte County Clerk of the Court Records, dated June 23, 2009 – (See Exhibit 2), which purports to claim transfer of a purported mortgage from Mortgage Electronic Registration Systems Inc as Nominee for Wachovia Mortgage Corporation to Deutsche Bank Trust Company Americas as Trustee for a trust that again, to date still has never been revealed. There are numerous appearances of fraud with this document including the fact that the purported notary of this document was never a notary until February 13, 2009 (thirteen [13] months after the start of the Charlotte County Civil Case) (See Exhibit 3). Further, the undersigned has two affidavits, one from Lynn Szymoniak and another from John O'Brien, Recorder of Deeds from South Essex, Massachusetts indicating this document to be fraudulent in nature for a variety of reasons. (Available Upon request)

Additionally, in September, 2009, a motion to the Charlotte County Civil Court which purportedly was made to “correct” the name of the purported plaintiff in the Charlotte County Civil Case to *Deutsche Bank Trust Company Americas as Trustee for GMAC-RFC Master Servicing*. This motion was granted in December 2009. (See Exhibit 4) This was granted over an objection, without following proper rules of Florida Rules of Civil

Procedure, and such change requests in other cases have been denied by Judge Richards as he has stated them to be improper, but it was done before a different judge *ex-parte* and granted. GMAC and RFC (Residential Funding Corporation) are the Debtors in the NY Bankruptcy Case.

Further, on May 04, 2012, there was a purported "Corporate Assignment of Mortgage" dated May 02, 2012, that purports to "correct" the previous purported Assignment of Mortgage and states Deutsche Bank Trust Company Americas as Trustee for RALI 2006-QS8. (See Exhibit 5)

Then, on June 26, 2012, an Affidavit as to Amounts Due and Owing was filed into the Charlotte County Civil Case, which on pages 11-13, there is email correspondence indicating a wrong plaintiff is suing in the Charlotte County Case, yet the attorney wants to proceed forward with the case even with a lack of standing and the failure of the Charlotte County Court having Subject Matter Jurisdiction. (See Exhibit 6)

### **Grounds for Objection to Expungment of Claim**

While the undersigned has repeatedly maintained the utilization of GMAC and RFC in the Charlotte County Civil case is wrong, and that the undersigned does not have any loan or agreement with GMAC or RFC. The mere fact that no original document bearing the wet-ink signature of the undersigned, to date, has been produced in the Charlotte County Civil Case, substantiates this fact. However, the Attorney of record, who purports to be the attorney of whoever is the plaintiff in the Charlotte County Civil case appears to insist otherwise, and if he were correct, this purported mortgage must be an asset in the NY Bankruptcy Court Case. After much research, it is the belief of the undersigned that this is

not listed as an asset in the NY Bankruptcy Case, and therefore either bankruptcy fraud has been committed by the GMAC Debtors which is the subject of Bankruptcy County Southern District of New York case # 12-12020 or a fraud upon the Court in Charlotte County Civil Case has occurred.

By purporting the plaintiff trust name to be GMAC-RFC Master Servicing in the Charlotte County Civil case, if that is in fact false, as is the belief of the undersigned, the use of that entity name has caused slander to the property title by that entity by way of Florida Attorney Andrew Lee Fivecoat who has repeatedly insisted that is who he purports to represent in the Charlotte County Civil Case.

**WHEREFORE**, Purported Defendant Ronald P. Gillis respectfully objects to the expungment of the claim, as the property title has been slandered by the entity which seeks bankruptcy protection of the Bankruptcy Court, Southern District of New York. In the alternative if the expungment is ordered, then this is evidence that a fraud upon the Charlotte County Civil Court has occurred, which was perpetrated by attorney Andrew Lee Fivecoat and all liability for damages with fall to Mr Fivecoat.



Ronald Gillis

All Rights Reserved without prejudice

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that by signing this below, a true and correct copy of the foregoing **OBJECTION TO ATTEMPT TO EXPUNGE CLAIM** was furnished by USPS 1<sup>st</sup> Class Mail on the 24<sup>th</sup> day of June, 2013 to:

1) United States Bankruptcy Court - Southern District of New York  
One Bowling Green  
New York, NY 10004

2) Abertelli Law – Andrew Lee Fivecoat  
600 North Westshore Blvd, Suite 400  
Tampa, FL 33609

3) Counsel to the Debtors - Larren M. Nashelsky & Gary S. Lee &  
Lorenzo Marinuzzi  
MORRISON & FOERSTER LLP  
1290 Avenue of the Americas  
New York, NY 10104

4) Counsel to the Official Committee of Unsecured Creditors  
Kenneth H. Eckstein & Thomas Moers Mayer & Douglas H. Mannal  
Kramer Levin Naftallis & Frankel LLP  
1177 Avenue of the Americas  
New York, NY 10036

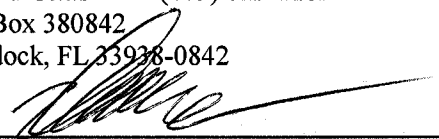
5) ResCap Claims Processing Center c/o KCC  
2335 Alaska Ave  
El Segundo, CA 90245

6) Office of the United States Trustee - Tracy Hope Davis  
Office of the United State Trustee  
33 Whitehall St 21st Fl, Region 2  
New York, NY 10004-2111

7) Counsel to the Examiner  
Howard Seife & David M. LeMay & Robert J. Gayda & Marc B. Roitman  
Chadbourn & Parke LLP  
30 Rockefeller Plaza  
New York, NY 10112

8) Charlotte County Justice Center, Clerk of the Court, Barbara T. Scott  
350 E. Marion Ave  
Punta Gorda, FL 33950

Ronald Gillis (413) 622-2282  
P O Box 380842  
Murdock, FL 33938-0842



By: Ronald Gillis

All Rights Reserved without prejudice

IN THE CIRCUIT COURT OF THE TWENTIETH  
JUDICIAL CIRCUIT IN AND FOR CHARLOTTE COUNTY, FLORIDA  
CIVIL ACTION

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE,

Plaintiff,

vs.

CASE NO.  
DIVISION

08-2520A

SPACE FOR RECORDING ONLY F.S. §695.26

RONALD R. GILLIS; THE UNKNOWN SPOUSE OF RONALD P. GILLIS; SUNTRUST  
BANK; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER,  
AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT  
KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY  
CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER  
CLAIMANTS; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names  
being fictitious to account for parties in possession  
Defendant(s).

NOTICE OF LIS PENDENS

To the above-named Defendant(s) and all others whom it may concern:

You are notified of the institution of this action by the above-named Plaintiff, against you seeking to  
foreclose a mortgage on the following property in Charlotte County, Florida:

LOT 3, BLOCK 1422, PORT CHARLOTTE SUBDIVISION, SECTION 27, A SUBDIVISION,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 20A  
THROUGH 20F, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.  
A/K/A 21238 COACHMAN AVENUE, PORT CHARLOTTE, FL 33952

Dated this 15 day of January, 2008.

Albertelli Law  
777 South Harbour Island Blvd., Suite 940  
Tampa, Florida 33602  
(813) 221-4743

By:   
ANDREW L. FIVECOAT, ESQ.  
FLORIDA BAR NO. 0122068

IN THE CIRCUIT COURT OF THE TWENTIETH  
JUDICIAL CIRCUIT IN AND FOR CHARLOTTE COUNTY, FLORIDA  
CIVIL ACTION

DEUTSCHE BANK TRUST COMPANY  
AMERICAS AS TRUSTEE,

Plaintiff,

CASE NO. 08-2520A  
DIVISION

vs.

RONALD P. GILLIS; THE UNKNOWN SPOUSE OF RONALD P. GILLIS; SUNTRUST  
BANK; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER,  
AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT  
KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY  
CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER  
CLAIMANTS; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names  
being fictitious to account for parties in possession

Defendant(s).

MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, Deutsche Bank Trust Company Americas as Trustee, sues Defendants, Ronald P. Gillis;  
The Unknown Spouse of Ronald P. Gillis; SunTrust Bank; Any and All Unknown Parties Claiming By,  
Through, Under, and Against the Herein Named Individual Defendant(s) Who Are Not Known to be Dead or  
Alive, Whether Said Unknown Parties May Claim an Interest as Spouses, Heirs, Devisees, Grantees, or Other  
Claimants; Tenant #1, Tenant #2, Tenant #3, and Tenant #4, the names being fictitious to account for  
parties in possession, and alleges:

COUNT 1 - MORTGAGE FORECLOSURE

1. This is an in rem action to foreclose a mortgage on real property located and situated in  
Charlotte County, Florida.

\* C 2 9 3 4 7 5 4 \*  
08-000252-CA  
01/16/08 10:32:07  
Filed joan

2. On May 1, 2006, there was executed and delivered a Promissory Note ("Mortgage Note") and a Mortgage ("Mortgage") securing the payment of the Mortgage Note. The Mortgage was recorded on May 5, 2006, in Official Records Book 2961 at Page 416 of the Public Records of Charlotte County, Florida, (All subsequent recording references are to the public records of Charlotte County, Florida) and mortgaged the real and personal property ("Property") described therein, then owned by and in possession of the Mortgagor(s). Copies of the original Mortgage Note and Mortgage are attached hereto and incorporated herein as an Exhibit.

3. Plaintiff now owns and holds the Mortgage Note and Mortgage.

4. The Property is now owned of record by Defendant(s), Ronald P. Gillis.

5. The Mortgage Note and Mortgage are in default. The required installment payment of October 1, 2007, was not paid, and no subsequent payments have been made. The Mortgage is contractually due for the October 1, 2007 payment. The last payment received was applied to the September 1, 2007 installment, and no subsequent payments have been applied to the loan.

6. Plaintiff declares the full amount payable under the Mortgage Note and Mortgage to be now due.

7. Plaintiff must be paid \$143,497.94 in principal on the Mortgage Note and Mortgage, together with interest from September 1, 2007, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.

8. All conditions precedent to the acceleration of the Mortgage Note and foreclosure of the Mortgage have been performed or have occurred.

9. Plaintiff has retained the law firm of Albertelli Law in this action and is obligated to pay it a reasonable fee for its services in bringing this action as well as all costs of collection.

10. The interests of each Defendant are subject, subordinate, and inferior to the right, title, interest, and lien of Plaintiff's Mortgage with the exception of any special assessments that are superior pursuant to Florida Statutes 159, and/or 170.9.

11. Ronald P. Gillis may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Warranty Deed recorded in Official Records Book 1394, Page 2198, or may otherwise claim an interest in the Property.

12. SunTrust Bank may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a second Home Equity Line of Credit Mortgage recorded in Official Records Book 3033, Page 1182, or may otherwise claim an interest in the Property.

13. The Unknown Spouse of Ronald P. Gillis may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of homestead rights, possession, or any right of redemption, or may otherwise claim an interest in the Property.

14. Tenant #1, Tenant #2, Tenant #3 and Tenant #4, the names being fictitious to account for parties in possession may claim some interest in the Property that is the subject of this foreclosure action by



virtue of an unrecorded lease or purchase option, by virtue of possession, or may otherwise claim an interest in the Property. The names of these Defendants are unknown to the Plaintiff.

WHEREFORE, Plaintiff requests that the Court ascertain the amount due Plaintiff for principal and interest on the Mortgage Note and Mortgage and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Mortgage Note and Mortgage are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the indebtedness to satisfy Plaintiff's mortgage lien in accordance with the provisions of Section 45.031, Florida Statutes (1999); that the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the alternative, order sequestration of rents, issues, income and profits pursuant to Section 697.07, Florida Statutes (1995); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

#### COUNT II - RE-ESTABLISHMENT OF NOTE

15. This is an action to re-establish a lost Mortgage Note pursuant to Section 673.3091, Florida Statutes.

16. Defendant(s) herein above-named, is/are affected by this action.

17. On May 1, 2006, there was executed and delivered a Promissory Note ("Mortgage Note") to Mortgage Electronic Registration Systems, Inc., as nominee for Wachovia Mortgage Corporation. (See attached, a copy of the substantial terms of the note.)

18. The terms of the Note are as follows:

- a. Original loan amount: \$ 146,150.00
- b. Amount of monthly principal and interest payment: \$ 822.12
- c. Interest rate: 6.875%
- d. Loan beginning date: May 1, 2006
- e. Loan maturity date: June 1, 2036

19. Plaintiff owns the Mortgage Note and is entitled to enforce said Mortgage Note.

20. At some time between May 1, 2006, and the present, the Mortgage Note has either been lost or destroyed and the Plaintiff is unable to state the manner in which this occurred. The Mortgage Note is not now in the custody and control of the Plaintiff.

21. The Plaintiff and the Defendants named herein are the only persons known to Plaintiff to have an interest for or against the re-establishment of the Mortgage Note.

22. Plaintiff was in possession of the Mortgage Note and entitled to enforce it when loss of possession occurred or Plaintiff has been assigned the right to enforce the Mortgage Note.

23. The Mortgage Note has been destroyed or lost. After due and diligent search, Plaintiff has been unable to obtain possession of the Mortgage Note.

24. The Mortgage Note has not been seized or transferred by Plaintiff.

WHEREFORE, Plaintiff requests that the Court re-establish the Mortgage Note which this Mortgage secures.

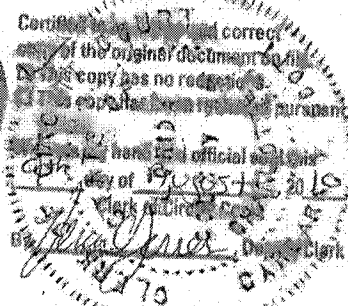
Albertelli Law  
777 South Harbour Island Blvd., Suite 940  
Tampa, FL 33602  
(813) 221-4743

By:   
ANDREW L. FIVECOAT, ESQ.  
FLORIDA BAR NO. 0122068

CHARLOTTE COUNTY CLERK OF THE CIRCUIT COURT OR BOOK 3402, PGS 750-750 1 pg(s)  
INSTR # 1864249 Doc Type ASG, Recorded 07/15/2009 at 04:35 PM Rec. Fee:  
\$10.00 Cashier By: VERONICAT



Record and Return To:  
Albertelli Law  
P.O. Box 23028  
Tampa, FL 33623



### ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, on or before December 10, 2007, the undersigned assignor ("Assignor") whose address is P.O. Box 2026 Flint, MI 48501, does hereby grant, bargain, sell, assign, transfer and convey to the following assignee ("Assignee"): Deutsche Bank Trust Company Americas as Trustee whose address is c/o Wachovia Mortgage Corporation, 1270 Northlan Drive, Suite 200, Mendota Heights, MN 55120 all of Assignor's right, title and interest all beneficial interest under a certain Mortgage, dated May 1, 2006, made and executed by Ronald P. Gillis, to Mortgage Electronic Registration Systems, Inc., as nominee for Wachovia Mortgage Corporation, recorded on May 5, 2006 in Official Records Book 2961 at Page 416, of the Public Records of Charlotte County, Florida, which encumbers the real property more particularly described as follows:

LOT 3, BLOCK 1422, PORT CHARLOTTE SUBDIVISION, SECTION 27, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 20A THROUGH 20F, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

together with all the indebtedness currently due and to become due under the terms of any promissory note or evidence of indebtedness secured thereby. This assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

[CORPORATE SEAL]

ASSIGNOR:  
Mortgage Electronic Registration Systems, Inc., as  
nominee for Wachovia Mortgage Corporation

By:

*Bethany Hood, VP*

STATE OF MN  
COUNTY OF Dakota

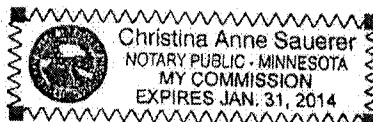
The undersigned, a notary public in and for the above-said County and State, does hereby acknowledge that on the day and year set forth below, personally appeared Bethany Hood as VP on behalf of the corporation. She/He is personally known to me or has produced personal knowledge as identification and did/did not take an oath.

WITNESS my hand and official seal this day 23 of June, 2009.


Notary Public:

My commission expires: 1-31-14

07-02944  
0005999168





	<b>OFFICE OF THE SECRETARY OF STATE</b> Retirement Systems of MN Building 60 Empire Drive, Suite 100 St. Paul, MN 55103 651-296-2803 (toll free at 1-877-551-6767) Press Option 3 Email: notary.sos@state.mn.us	(For Department Use Only)	
	<b>NOTARY COMMISSION APPLICATION</b>	<b>COMMISSION NUMBER</b> 3031198	<b>DATE PROCESSED</b> 2-13-09

The data which you furnish on this form will be used by the Office of the Secretary of State and the Department of Commerce to assess your qualifications for a license. After issuance of the commission your name and designated address is public pursuant to Minnesota Statutes, Chapter 13.

**A. APPLICATION** (Check applicable box)

<input checked="" type="checkbox"/> <b>NEW APPOINTMENT</b> Fee: \$40	<input type="checkbox"/> <b>REAPPOINTMENT</b> Fee: \$40 (commission has expired)	<input type="checkbox"/> <b>RENEWAL</b> Fee: \$40 (can also be renewed online at notary.sos.state.mn.us)	<input type="checkbox"/> <b>ADDRESS CHANGE</b> No Fee (can also update online at notary.sos.state.mn.us)	<input type="checkbox"/> <b>NAME CHANGE</b> No Fee (attach legal documentation)
---	--	---	---	--

**B. COMMISSION NUMBER** (Required for reappointment, renewal, address change and name change)

<b>CURRENT COMMISSION NUMBER</b>
----------------------------------

**C. APPLICANT INFORMATION** (List your name the way it appears on your driver's license, tax returns and legal documents.)

<b>FIRST NAME</b> Christina	<b>MIDDLE NAME OR INITIAL</b> Anne	<b>LAST NAME</b> Sauerer
<b>RESIDENT STREET ADDRESS</b> (PO Box must include Rural Route or Street Address) 101 15th Ave So. Apt 2		
<b>CITY</b> South St. Paul	<b>STATE</b> MN	<b>ZIP CODE</b> 55075
<b>DATE OF BIRTH</b> (Applicant must be 18 years old) mo/day/yr: 08/04/87	<b>TELEPHONE NUMBER</b> with area code (651) 1353-1445	<b>EMAIL ADDRESS</b> littledena@hotmail.com
<b>COUNTY OF RESIDENCE</b> (Non-residents must list the Minnesota County that borders the non-resident County of Residence) Dakota		

**D. BUSINESS NAME AND ADDRESS** (Optional)

<b>BUSINESS NAME</b> Lender Processing Services		
<b>BUSINESS ADDRESS</b> (Business location where the licensee conducts business, PO Box must include Rural Route or Street Address) 1270 Northland Dr Ste 200		
<b>CITY</b> Mendota Heights	<b>STATE</b> MN	<b>ZIP CODE</b> 55120
<b>TELEPHONE NUMBER</b> with area code ( )		

Check address you want shown on public lists: (Must check one and can check both. If none are checked, default is residential)

☐ Residential Address

☐ Business Address

**E. FORMER RESIDENT ADDRESS** (required if filing an address change)

<b>FORMER RESIDENT STREET ADDRESS</b> (PO Box must include Rural Route or Street Address)
---

**F. FORMER NAME** (required if filing a name change)

<b>FORMER NAME</b> (Must attach legal document showing the name change: i.e. copy of marriage certificate, divorce decree, driver's license, court order, etc.)
---

**ALL applicants MUST answer questions 1-4.**

If the answer to any question is YES, you must attach an explanation including the specific dates, charges, resolution, attach copies of legal documentation and complete the BCA form. All items including these answered questions, Notary Application, BCA Form and supporting documentation when applicable, must be mailed together to the Office of the Secretary of State. Do not send the BCA Form to the Department of Commerce.

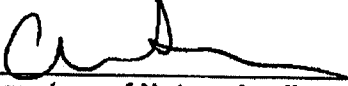
1. Have you ever been the subject of any inquiry or investigation with respect to a notary commission or by any division of the Minnesota Commerce Department? (If yes, attach written explanation and copies of Department letters or order.)	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
2. Have you or has any occupational license held by you been censured, suspended, revoked, canceled, terminated or been the subject to any type of administrative action in any state including Minnesota? (If yes, attach written explanation and copies of Department letters or order.)	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
3. Have you ever been charged with, or convicted of, or been indicted for, or entered a plea to, any criminal offense (felony, gross misdemeanor or misdemeanor), in any State or Federal Court? (If yes, attach written explanation and copies of complaint, sentencing and disposition documents, and if currently on probation, attach letter from probation officer stating compliance with terms of probation.) Note: This does NOT include traffic violations such as DUI, DWI, speeding, etc.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
4. Have you been a defendant in any lawsuit involving claims of fraud, misrepresentation, conversion, mismanagement of funds, breach of fiduciary duty or breach of contract? (If yes, attach written explanation and copies of court documents.)	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

**APPOINTMENT OF THE SECRETARY OF STATE AS AGENT FOR SERVICE OF PROCESS. KNOW ALL PEOPLE BY THESE PRESENT:**

That in compliance of the Laws of the State of Minnesota, I, the undersigned applicant, if a nonresident, do hereby appoint the Secretary of State of the State of Minnesota, his/her successor or successors, as my true and lawful agent upon whom may be served all legal process in any action or proceeding in which I may be a party arising out of or relating to the transactions of the commission, and do hereby expressly consent and agree that service upon such agent shall be as valid and binding as if due and personal process has been made upon me and that such appointment shall be irrevocable.

I certify that the statements in this application and attachments are true and complete and that this document has not been altered or changed in any manner from the form adopted by the Office of the Secretary of State.

**OATH: I swear to uphold the duties of a Notary Public in the State of Minnesota.**

  
Signature of Notary Applicant

2-5-09  
Date



OFFICE OF THE  
SECRETARY OF STATE  
Retirement Systems of Minnesota Building  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
(651) 296-2803 or 1-877-551-6767  
Email: [Notary.sos@state.mn.us](mailto:Notary.sos@state.mn.us)

**BCA FORM**

Bureau of Criminal Apprehension  
Criminal Background Check

THIS BCA FORM MUST BE COMPLETED BY ALL NOTARY PUBLIC APPLICANTS. THE DEPARTMENT OF COMMERCE USES THIS INFORMATION TO CONDUCT CRIMINAL HISTORY CHECKS.

TO: Bureau of Criminal Apprehension

RE: Request for Criminal Background Check

\*\*\*PLEASE PRINT\*\*\*

PROVIDE COMPLETE LEGAL NAME OF APPLICANT		
LAST NAME	FIRST NAME	MIDDLE NAME
Sawyer	Christina	Anne
DATE OF BIRTH (mo/day/yr) 08/04/87		
TYPE OF LICENSE FOR WHICH YOU ARE APPLYING Notary Commission		

**THE FOLLOWING CERTIFICATION AND AUTHORIZATION MUST BE SIGNED BY ALL APPLICANTS:**

I, the undersigned, have made application to the Office of the Secretary of State for a regulated notary commission.

I certify that I have provided complete and accurate answers to all questions on my application.

I hereby request/authorize the Bureau of Criminal Apprehension to conduct a background check of me through their records for licensing or notary commission purposes.

Signature of Applicant

2-5-09

Date

**MAILING INSTRUCTIONS:** This form should be completed and mailed to:

Office of the Secretary of State  
Retirement Systems of Minnesota Building  
Attn: Notary  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR CHARLOTTE COUNTY, FLORIDA  
CIVIL ACTION

DEUTSCHE BANK TRUST COMPANY  
AMERICAS AS TRUSTEE FOR GMAC-RFC  
MASTER SERVICING,  
Plaintiff,

vs.

CASE NO.: 08-000252-CA  
DIVISION:

RONALD P. GILLIS, et al,  
Defendant(s).

ORDER GRANTING MOTION TO CORRECT NAME OF PLAINTIFF

THIS MATTER came on for consideration upon the Plaintiff's Motion to Correct Name of Plaintiff, and the Court being fully advised in the premises, it is, ORDERED AND ADJUDGED:

1. The Plaintiff's Motion to Correct Name of Plaintiff is hereby GRANTED.
2. The correct name of the Plaintiff is "Deutsche Bank Trust Company Americas as Trustee for GMAC-RFC Master Servicing." The case style of the above referenced action shall be amended to reflect same.

DONE AND ORDERED in Chambers this 1<sup>st</sup> day of December, 2009 in Charlotte  
County, Florida.

  
Circuit Court Judge

Conformed Copies to:  
Albertelli Law  
P.O. Box 23028  
Tampa, FL 33623  
All parties listed on the attached service list  
EMRQ - 07-02944

\* C 3 7 4 5 1 6 1 \*  
08-000252-CA  
12/02/09 15:43:53  
Filed deni

CHARLOTTE COUNTY CLERK OF THE CIRCUIT COURT FOR BOOK 3654, PGS 1347-1348 2  
 pg(s) INSTR # 2093516 Doc Type ASG, Recorded 05/04/2012 at 11:38 AM Rec.  
 Fee: \$18.50 Cashier By: MARGEC

Index ne

Recording Requested By:  
 WELLS FARGO BANK, N.A.

When Recorded Return To:

678  
 ★  
 DEFAULT ASSIGNMENT  
 WELLS FARGO BANK, N.A.  
 MAC: X9999-018  
 PO BOX 1629  
 MINNEAPOLIS, MN 55440-9790



Certified to be a true and correct  
 copy of the original document on file.  
 [X] This copy has no redactions  
 [ ] This copy has been redacted pursuant  
 to law.

Witness my hand and official seal this  
 1st day of May 2012  
 Clerk of Circuit Court  
 [Signature] Deputy Clerk

### CORPORATE ASSIGNMENT OF MORTGAGE

Charlotte, Florida  
 "GILLIS"

MERS #: 100013700059981685 SIS #: 1-888-678-6377

Date of Assignment: April 30th, 2012

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WACHOVIA  
 MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS at BOX 2026 FLINT MI 48501, 1901 E  
 VOORHEES ST STE C, DANVILLE, IL 61834

Assignee: DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR RALI 2006-QS8 at 1761 EAST  
 SAINT ANDREW PLACE, SANTA ANA, CA 92705-4934

Executed By: RONALD P GILLIS A SINGLE PERSON To: MORTGAGE ELECTRONIC REGISTRATION  
 SYSTEMS, INC., AS NOMINEE FOR WACHOVIA MORTGAGE CORPORATION, ITS SUCCESSORS AND  
 ASSIGNS

Date of Mortgage: 05/01/2006 Recorded: 05/05/2006 in Book/Reel/Liber: 2961 Page/Folio: 416-433 as Instrument  
 No: 1547619 in the County of Charlotte, State of Florida.

Property Address: 21238 COACHMAN AVE, PORT CHARLOTTE, FL 33952

Legal: N/A

### CORRECTIVE ASSIGNMENT

"This assignment is being recorded to correct the scrivener's error in the assignment recorded on July 15, 2009 as  
 Instrument No. 1864249 in Book 3402, Page 750-750, as that assignment listed the assignee name as "Deutsche  
 Bank Trust Company Americas as Trustee" and should have listed the assignee as "Deutsche Bank Trust Company  
 Americas, as Trustee for RALI 2006-QS8".

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of  
 which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said  
 Mortgage having an original principal sum of \$148,150.00 with interest, secured thereby, with all moneys now owing  
 or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the  
 covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee,  
 the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the  
 terms contained in said Mortgage.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WACHOVIA MORTGAGE  
 CORPORATION, ITS SUCCESSORS AND ASSIGNS

On 5/2/2012

By:

Ramesch Vardan  
 Assistant Secretary

2



CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

STATE OF Minnesota  
COUNTY OF Dakota

On 5/2/2012, before me, Tae Hoony Chin, a Notary Public in Dakota County in the State of Minnesota, personally appeared Ramesch Vardan, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
Tae Hoony Chin  
Notary Expires: 01/31/2013



(This area for notarial seal)

Prepared By: Yves Kenao, WELLS FARGO BANK, N.A. 2701 WELLS FARGO WAY, MAC X9999-018, MINNEAPOLIS, MN  
55487-8000 1-888-234-8271

07-02944

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR CHARLOTTE COUNTY, FLORIDA  
CIVIL ACTION

DEUTSCHE BANK TRUST COMPANY  
AMERICAS AS TRUSTEE FOR GMAC-RFC  
MASTER SERVICING,

Plaintiff,

vs.

CASE NO.: 08-000252-CA  
DIVISION:

RONALD P. GILLIS, et al,

Defendant(s).

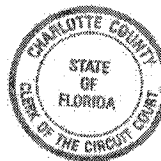
AFFIDAVIT AS TO AMOUNTS DUE AND OWING

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

BEFORE ME this day personally appeared Sharon A. Jackson, (Affiant) who, first being duly sworn, deposes on personal knowledge and says:

1. I am Assistant Secretary of Residential Funding Company, LLC the servicer for the Plaintiff and Vice President of Loan Documentation of Wells Fargo Bank, N.A., the sub servicer for the Plaintiff (hereinafter "Wells Fargo") and as such am authorized to execute this affidavit and to make the representations contained herein.
2. Affiant is authorized to make this Affidavit on behalf of the Plaintiff. In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo. It



Certified to be a true and correct  
copy of the original document on file.  
☒ This copy has no redactions  
☐ This copy has been redacted pursuant  
to law.

Witness my hand and official seal this  
2 day of July, 2012  
Clerk of Circuit Court

By [Signature] Deputy Clerk

001-FL-V2

IMAGED

Filed: 06/28/2012 12:59:33 Charlotte Co

is the regular practice of Wells Fargo's mortgage servicing business to make these records. In connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by personally examining these business records. A copy of said business record(s) is/are attached.

3. Plaintiff is entitled to enforce the note that is subject of this action.
4. The borrower has defaulted under the terms of the Note and Mortgage, the default has not been cured, making the entire balance due and owing in accordance with the terms of the loan, along with accrued interest and Plaintiff is owed the following sums of money:

The total amount due the Plaintiff on said Note through 06/01/2012 is \$209,859.68 which breaks down as follows:

Principal	\$143,497.94
Interest	
From 09/01/2007 to 06/01/2012 @ 6.875%	\$46,861.05
Pre-acceleration Late Charges	\$41.11
Hazard Insurance Disbursements	\$14,929.90
Tax Disbursements	\$3,652.68
Property Inspections/Preservation	\$877.00
PMIMIP Insurance	\$0.00
Other (specify charges/fees)	\$0.00
Escrow Balance Credit	\$0.00
Credits to Borrower	\$0.00
Total	\$209,859.68

5. The per diem interest amount in accordance with the promissory note as of the date of this affidavit is \$27.03

Plaintiff has agreed to pay its attorneys a reasonable fee for services rendered in the above-styled litigation

FURTHER AFFIANT SAYETH NOT.

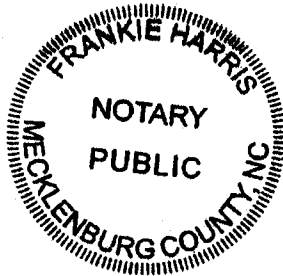
Sharon A. Jackson  
Sharon A. Jackson

Assistant Secretary of Residential Funding Company, LLC/  
Vice President Loan Documentation, Wells Fargo Bank, NA

State of North Carolina

County of Mecklenburg

The foregoing instrument was sworn to and subscribed before me this 5<sup>th</sup> day  
of June, 2012, by Sharon A. Jackson, who is personally  
known to me.



Frankie Harris  
Frankie Harris  
NOTARY PUBLIC, State of North Carolina  
My commission expires: 05-01-2017

6/4/2012

Mortgage Co. Loan number: [REDACTED]

Due Date 10/1/2007

Judgment Date 6/1/2012

Please use these figures for judgment through 6/1/2012

Principal Balance \$143,497.94

Interest from 9/1/2007 to 6/1/2012 \$46,861.05

Per Diem Rate: 6.875% Amount: \$27.03

Late charges assessed through 10/31/2007

Allowable Late Charges \$41.11

Per Month \$41.11

Suspense Balance \$0.00

Escrow Balance \$0.00

Escrow Advance \$18,582.58

Tax Advances \$3,652.68

Hazard Insurance Advances \$14,929.90

MIP/PMI Advances \$0.00

\*\*\*Warning Message: Judgment Corporate  
Advance Research Needed\*\*\*.

Corporate Advance \$770.00

Property Inspections Fees \$540.00

BPO/Appraisals \$230.00

Property Preservation Adv(s) \$0.00

Water and Sewer Fees \$0.00

Condo Association Fees \$0.00

Electric and Gas \$0.00

Insurance \$0.00

Principal \$0.00

Bankruptcy Atty Fees \$0.00

Bankruptcy Costs \$0.00

Foreclosure Atty Fees and Costs \$0.00

PMI MIP \$0.00

Trip Charge Fees \$0.00

Photo Fees \$0.00

Corp. Adv. for unpaid Haz/Tax \$0.00

Corporate Advance Credit Balance at  
Time of Referral \$0.00

Corporate Advance Credit Balance  
Current FC Action \$0.00

203K Disbursement

Other Fees \$0.00  
\$107.00

Other Returned Items \$0.00  
Other Inspection Fees \$107.00

Total Debt as of Judgment Date

\$209,859.68

Sincerely,  
Pre-Foreclosure Specialist

---

ARM LOAN BREAKDOWN

Interest From	Rate	Amount
9/1/2007	6.875%	\$46,861.05
6/1/2012	6.875%	
6/1/2012		

---

UNIDENTIFIED ESCROW ADVANCE ITEMS

-----  
DATE AMOUNT DESCRIPTION

---

CORPORATE ADVANCE BREAKDOWN

-----

DATE	AMOUNT	PAYEE	ACCOUNT	REASON CODE	DESCRIPTION
5/23/2012	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
4/18/2012	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
3/19/2012	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
2/22/2012	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
1/25/2012	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
12/23/2011	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
12/15/2011	\$85.00	RE-PRMRASS	01R01	BROK	BPO
12/1/2011	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
11/2/2011	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
9/28/2011	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
8/31/2011	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
8/1/2011	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
6/30/2011	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
5/27/2011	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
5/9/2011	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
3/30/2011	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
3/8/2011	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
2/7/2011	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
12/31/2010	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
12/2/2010	\$20.00	SE-FIRST	01R01	INSP	INSPECTION

59

Filed: 05/28/2012 12:59:41 Charlotte CO

Filed: 06/28/2013 17:59:41 Charlotte Co

10/27/2010	\$20.00	SE-FIRST	01R01	INSP	INSPECTION
9/23/2010	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
9/1/2010	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
8/3/2010	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
7/29/2010	\$50.00	RE-PRMRASS	01R01	BROK	BPO
7/2/2010	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
6/1/2010	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
5/4/2010	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
4/7/2010	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
3/8/2010	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
2/2/2010	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
1/28/2010	\$95.00	RE-PRMRASS	01R01	BROK	BPO
12/30/2009	\$15.00	SE-FIRST	01R01	INSP	INSPECTION
12/2/2009	\$15.00	SE-FIRST	01R01	INSP	INSPECTION

TOTAL CORPORATE \$770.00

#### UNIDENTIFIED CORPORATE ADVANCE ITEMS

DATE	AMOUNT	PAYEE	ACCOUNT	REASON CODE	DESCRIPTION
7/3/2009	\$125.00	FLALBERT	10R10	LITI	LITIGATION
6/29/2009	\$187.50	FLALBERT	10R10	ATTF	ATTY.FEE - F/C
2/21/2008	\$261.00	FLALBERT	54R51	FIFC	FILING FEE-F/C
2/21/2008	\$325.00	FLALBERT	54R51	TISR	TITLE SEARCH
2/21/2008	\$840.00	FLALBERT	54R51	ATTF	ATTY.FEE - F/C

#### LATE CHARGE BREAKDOWN

Description	Date Assessed	Amount	Date Paid	Amount	Date Waived	Amount
LATE FEE	10/17/2007	\$41.11				
TOTAL LATE CHARGES \$41.11						

IN THE CIRCUIT COURT OF THE TWENTIETH  
JUDICIAL CIRCUIT IN AND FOR CHARLOTTE COUNTY, FLORIDA  
CIVIL ACTION

DEUTSCHE BANK TRUST COMPANY  
AMERICAS AS TRUSTEE,

Plaintiff,

vs.

CASE NO. 08-252CH  
DIVISION

RONALD P. GILLIS; THE UNKNOWN SPOUSE OF RONALD P. GILLIS; SUNTRUST  
BANK; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER,  
AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT  
KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY  
CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER  
CLAIMANTS; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names  
being fictitious to account for parties in possession

Defendant(s).

MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, Deutsche Bank Trust Company Americas as Trustee, sues Defendants. Ronald P. Gillis;  
The Unknown Spouse of Ronald P. Gillis; SunTrust Bank; Any and All Unknown Parties Claiming By,  
Through, Under, and Against the Herein Named Individual Defendant(s) Who Are Not Known to be Dead or  
Alive, Whether Said Unknown Parties May Claim an Interest as Spouses, Heirs, Devisees, Grantees, or Other  
Claimants; Tenant #1, Tenant #2, Tenant #3, and Tenant #4, the names being fictitious to account for  
parties in possession, and alleges:

COUNT 1 - MORTGAGE FORECLOSURE

1. This is an in rem action to foreclose a mortgage on real property located and situated in  
Charlotte County, Florida.



Page: 1 Document Name: unt. led

MP190 LN [REDACTED] L O A N S T A T U S 1 06/04/12  
NAME RP GILLIS INV-LN BOF-001-0010696683 DUE 10-01-07 TYPE 13-A  
RR PR MAN F P-TYPE 1 INT .0687500 FIRST PB 143,497.94 2ND PB .00  
ADYTD INT .00 PRIN .00 TAX .00 HAZ 3447.75 TERM 360  
RECON 660 GUAR MIP .00 LIEN .00 MAT 06-36  
BILL RONALD P GILLIS CONTRACT/POOL NO  
NAME TAX NAME  
P O BOX 380842 PROPERTY 21238 COACHMAN AVE  
ADDR MURDOCK FL 33938 ADDRESS PORT CHARLOTT FL 33952  
BALANCES PAYMENT STOPS OTHER  
ESCROW .00 P&I 822.12 PROCESS 4 LEVEL SF .00  
ADVANCE 18582.58 2ND P&I .00 BAD CK 0 SF RATE .00250000  
SUSPENSE .00 ESCROW 258.68 PIF 0  
LC DUE 2219.94 REPL .00 FC 2 LAST ANAL 02-10  
REPL RES .00 MISC .00 NOTICE 0 LOAN DATE 05-01-06  
RES ESC .00 LIFE .00 ANALYZE 1 INT/ESC  
INT DUE .00 A&H .00 A&H 0 TEL 1 941-629-0471  
HUD .00 BSC .00 LIFE 0 TEL 2 000-000-0000  
DEFICIT 952.33- TOTAL 1080.80 DISB 0 TEL CD 0  
DISC BAL .00 HUD-P .00 CASHIER 5 TIMES DELQ 12  
ORIG DIS .00 NET PMT 1080.80 ACCRUAL 3 BILL MODE 9  
ORIG LOAN 146150 PMT FREQUENCY 12 L/C 0 FC TRACK A  
SEE MEMO PAD MEM1 [REDACTED] SEE SCREEN P192

Page: 1 Document Name: unt. 1ed

FOR3 [REDACTED] FOR TRACKING EQQ B0F/001 06/04/12 11:23:55  
RP GILLIS L: F:A B: R: 10/01/07 TYPE CONV. RES. ARM M:F F:2  
21238 COACHMAN AVE PORT CHARLOTT FL 33952-2624 GUAR

-----MORE>  
ACT SCHED ACTUAL STEP STEP DESCRIPTION PRED FLT COST G R C L F P T  
05/28/2012 12:53:45 Charlotte 70  
120507 121007 U01 RFR 2 ATTY & ASGN 2 PRCSR 0  
121007 032612 U88 2ND BPO ORDERED U01 0  
121007 121007 K33 REFERRAL IN DESKTOP U01 0  
121007 070811 E13 PAYOFF PROVIDED GOOD THRU U01 0  
121007 102009 Y47 HAMP LETTER SENT U01 0  
122007 030410 N82 NOTE RECEIVED BY ATTY U01 10  
122007 012010 U33 RECEIVE 1ST BPO N82 0  
012010 040212 U53 RECEIVE 2ND BPO U33 0  
012010 112511 U91 RECEIVED 3RD BPO U33 0  
122007 030410 K56 RECORDED MTG/DOT TO ATTY U01 10  
122007 110509 U52 PRELIMINARY TITLE RECVD U01 10  
111009 110509 U98 PRELIMINARY TITLE CLEAR U52 5  
010908 011508 T01 1ST LEGAL ACTN COMPLETED\* U01 30  
021408 020508 T05 SVC ON DFNS COMPLETED T01 30  
072113 T17 ATTY SCHD SUMMARY JUDGM U53 475  
031511 031111 E24 FEE APPROVED (3) T17 0 2162.50  
020508 050812 U08 SEND JUDGM FIGS TO ATTY T05 0

29

Page: 1 Document Name: unt. led

FOR3 [REDACTED] FOR TRACKING EQQ B0F/001 06/04/12 11:24:35  
MRP GILLIS L: F: A B: R: 10/01/07 TYPE CONV. RES. ARM M: F F: 2  
21238 COACHMAN AVE PORT CHARLOTT FL 33952-2624 GUAR

-----<MORE-----  
ACT SCHED ACTUAL STEP STEP DESCRIPTION PRED FLT COST G R C L F P T  
072113 T14 JUDGM ENTERED/GRANTED T17 0 \*  
121010 111810 E22 FEE APPROVED (1) T14 0 25.00  
111810 120210 E23 FEE APPROVED (2) E22 0 3125.00  
082613 U20 F/C SCHEDULED SALE DATE T14 36 \* 3  
081013 U99 FINAL TITLE CLEAR T14 20  
102513 U31 SEND BID INSTRCTN TO ATTY T14 96 \*  
082613 T32 F/C SALE HELD U20 0 \* 4  
082713 U47 CREATE 1099 RECORD T32 1 \*  
082713 U48 CHNG MAN CODE TO R T32 1 \*  
082813 U50 FILE ROUTED TO POST SALE T32 2 \*  
093009 093009 Z39 WACHOVIA ACQUISITION U50 0  
093009 122809 Y97 HAMP LM OPTIONS EXHAUSTED Z39 0  
122809 032612 U32 ORDER BPO Y97 0 \*

**Dietrich, Melissa**

**From:** David Miller [DMiller@albertellilaw.com]  
**Sent:** Tuesday, June 05, 2012 10:07 AM  
**To:** Dietrich, Melissa; Ryan Weeks  
**Subject:** RE: Message in desktop---RUSH FILE  
**Attachments:** ATT00003.txt; ATT00004.htm

**Importance:** High

Since there is no association in this action, please execute the affidavit "as is" and we will assign the bid at sale to the appropriate entity. Just to clarify, the bid should be assigned from Deutsche Bank, the current plaintiff, to U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR RALI 2006-QS8, correct?

**From:** [MELISSA.D.DIETRICH@wellsfargo.com](mailto:MELISSA.D.DIETRICH@wellsfargo.com) [mailto:[MELISSA.D.DIETRICH@wellsfargo.com](mailto:MELISSA.D.DIETRICH@wellsfargo.com)]  
**Sent:** Tuesday, June 05, 2012 9:57 AM  
**To:** David Miller  
**Cc:** [MELISSA.D.DIETRICH@wellsfargo.com](mailto:MELISSA.D.DIETRICH@wellsfargo.com)  
**Subject:** FW: Message in desktop---RUSH FILE

David here is the message that I need a reply on that was sent in desktop, thanks

We are in the process of trying to complete the judgment affidavit on this file however the one that was received has the plaintiff as DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE FOR GMAC-RFC MASTER SERVICING. We have the plaintiff as U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR RALI 2006-QS8. Once the change is acknowledged by your office we will execute the affidavit received. Your office can assign the bid at sale or the affidavit can be resubmitted to [judgmentaffidavit@wellsfargo.com](mailto:judgmentaffidavit@wellsfargo.com) mailbox with an amended plaintiff name. Either option is acceptable to us - please advise on how your office will proceed within 48 hours or the file will be stopped, thanks

**Melissa Dietrich**

**Exceptions**

**Foreclosure Document Execution Department**

**Wells Fargo Home Mortgage | 401 S Tryon St 10th FL | Charlotte, NC 28202**

**MAC D1050-10F**

**[melisssa.dietrich@wellsfargo.com](mailto:melisssa.dietrich@wellsfargo.com)**

**From:** Dawn Buck [mailto:[dbuck@albertellilaw.com](mailto:dbuck@albertellilaw.com)]  
**Sent:** Tuesday, June 05, 2012 9:47 AM  
**To:** Dietrich, Melissa  
**Cc:** David Miller  
**Subject:** RE: Message in desktop---RUSH FILE

Hi David,

Please see below. Please note that Dominique has just uploaded the complaint to LPS and sent a copy to Melissa below. Was there something else you needed from Melissa? Please see below.

Melissa, you may contact David directly if needed.

Thank you,  
Dawn Aquila Buck  
Final Judgments Section Manager  
813-221-4743 ext. 1454

---

**From:** MELISSA.D.DIETRICH@wellsfargo.com [mailto:MELISSA.D.DIETRICH@wellsfargo.com]  
**Sent:** Tuesday, June 05, 2012 9:01 AM  
**To:** Dawn Buck  
**Subject:** RE: Message in desktop---RUSH FILE

*Hey looks like the rush request came from David Miller just an FYI .*

*Thank you for your help!*

**Melissa Dietrich**

**Exceptions**

**Foreclosure Document Execution Department**

**Wells Fargo Home Mortgage | 401 S Tryon St 10th FL | Charlotte, NC 28202**

**MAC D1050-10F**

**[melisssa.dietrich@wellsfargo.com](mailto:melisssa.dietrich@wellsfargo.com)**

---

**From:** Dawn Buck [mailto:dbuck@albertellilaw.com]  
**Sent:** Tuesday, June 05, 2012 8:52 AM  
**To:** Dietrich, Melissa  
**Cc:** Dominique Loper  
**Subject:** RE: Message in desktop---RUSH FILE

Hi Dominique,

Can you Please assist Melissa with her request below?

Melissa- Dominique is the manager of our complaints department.

Thank you,  
Dawn Aquila Buck  
Final Judgments Section Manager  
813-221-4743 ext. 1454

---

**From:** MELISSA.D.DIETRICH@wellsfargo.com [mailto:MELISSA.D.DIETRICH@wellsfargo.com]  
**Sent:** Tuesday, June 05, 2012 8:40 AM  
**To:** Dawn Buck

Cc: Myrna Ruiz; [MELISSA.D.DIETRICH@wellsfargo.com](mailto:MELISSA.D.DIETRICH@wellsfargo.com)  
Subject: RE: Message in desktop---RUSH FILE

*No one sent me a message in desktop about the rush, I sent a message about the vesting and we need a copy of the complaint, thanks*

**Melissa Dietrich**

**Exceptions**

**Foreclosure Document Execution Department**

**Wells Fargo Home Mortgage | 401 S Tryon St 10th FL | Charlotte, NC 28202**

**MAC D1050-10F**

**[melisssa.dietrich@wellsfargo.com](mailto:melisssa.dietrich@wellsfargo.com)**

**From:** Dawn Buck [<mailto:dbuck@albertellilaw.com>]

**Sent:** Tuesday, June 05, 2012 8:38 AM

**To:** Dietrich, Melissa

**Cc:** Myrna Ruiz

**Subject:** RE: Message in desktop---RUSH FILE

Hello Melissa,

So that I can be of more assistance; who sent you the message in desktop?

Myrna- I see you email may have been copied wrong below- Can you help Melissa?

Thank you,  
Dawn Aquila Buck  
Final Judgments Section Manager  
813-221-4743 ext. 1454

**From:** [MELISSA.D.DIETRICH@wellsfargo.com](mailto:MELISSA.D.DIETRICH@wellsfargo.com) [<mailto:MELISSA.D.DIETRICH@wellsfargo.com>]

**Sent:** Monday, June 04, 2012 5:16 PM

**To:** Dawn Buck; [mruiz@alvertellilaw.com](mailto:mruiz@alvertellilaw.com)

**Cc:** [MELISSA.D.DIETRICH@wellsfargo.com](mailto:MELISSA.D.DIETRICH@wellsfargo.com)

**Subject:** Message in desktop---RUSH FILE

**Importance:** High

*Hello we have rec'd a rush request from your office on the file listed below, however, I have sent a message in desktop that needs to be answered ASAP before I can move forward as there is vesting issues and we need a copy of the complaint, thanks*

708-██████████

**Melissa Dietrich**

**Exceptions**

**Foreclosure Document Execution Department**

**Wells Fargo Home Mortgage | 401 S Tryon St 10th FL | Charlotte, NC 28202**

**MAC D1050-10F**

**[melissa.dietrich@wellsfargo.com](mailto:melissa.dietrich@wellsfargo.com)**

Filed: 06/28/2012 17:59:58 Charlotte, NC



708	[REDACTED]	Deutsche Bank Trust Company Americas, as Trustee for RALI 2006-QS8
-----	------------	--

Filed: 06/28/2013 17:59:53 Charlotte, NC





GILLIS

INTEREST FIRST NOTE

May 1, 2006  
[Date]

CHARLOTTE, FLORIDA  
[City] [State]

21238 COACHMAN AVE

PORT CHARLOTTE, FL 33952  
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 146,150.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WACHOVIA MORTGAGE CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month. This payment will be for interest only for the first 120 months, and then will consist of principal and interest.

I will make my monthly payment on the 1st day of each month beginning on July 1, 2006. I will make these payments every month until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and if the payment includes both principal and interest it will be applied to interest before principal. If, on June 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 1100 CORPORATE CENTER DRIVE RALEIGH, NC 27607-5066 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 837.32 for the first 120 months of this Note, and thereafter will be in the amount of U.S. \$ 1,122.16. The Note Holder will notify me prior to the date of change in monthly payment.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. However, if the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest as well as during the time that my payments consist of principal and interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the Principal and the interest required under this Note will be paid prior to the Maturity Date.

29

GILLIS

5. **LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. **BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) **Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of interest and/or principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) **Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) **Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) **No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) **Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. **GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. **OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. **WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

GILLIS

10. **UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

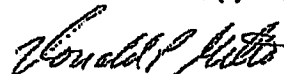
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. **DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
RONALD P GILLIS (Seal) - Borrower (Seal) - Borrower

(Seal) - Borrower (Seal) - Borrower

(Seal) - Borrower (Seal) - Borrower

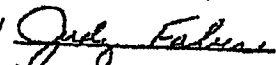
(Seal) - Borrower (Seal) - Borrower

PAY TO THE ORDER OF

RESIDENTIAL FUNDING CORPORATION  
WITHOUT RECOURSE  
WACHOVIA MORTGAGE CORPORATION

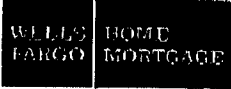
BY:   
Assistant Vice President  
KAREN DAVIS

PAY TO THE ORDER OF  
Deutsche Bank Trust Company Americas as Trustee  
WITHOUT RECOURSE  
Residential Funding Corporation

BY:   
Judy Faber, Vice President

[Sign Original Only]





Wells Fargo Home Mortgage  
MAC X2302-017  
1 Home Campus  
Des Moines, IA 50328-0001

REQ BY ASQ

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 02/21/12  
PAGE 1

RONALD P GILLIS  
P O BOX 380842  
MURDOCK

FL 33938

THIS IS YOUR PAYMENT HISTORY FOR THE  
DATES REFERENCED BELOW. IF YOU HAVE ANY  
QUESTIONS, PLEASE CONTACT OUR CUSTOMER  
SERVICE DEPARTMENT AT 800-423-5021.

LOAN NUMBER: [REDACTED]

\*\*\*\*\*  
----- CURRENT ACCOUNT INFORMATION -----  
DATE TOTAL PRINCIPAL LOAN CURRENT  
PAYMENT PAYMENT & INTEREST INTEREST PRINCIPAL  
DUE AMOUNT PAYMENT RATE BALANCE ESCROW  
10-01-07 1,080.80 822.12 6.87500 143,497.94 15,134.83-  
\*\*\*\*\*

Page: 1 Document Name: unt. led

FEE1 [REDACTED] FEE ACTIVITY LEDGER 06/04/12 11:32:46  
 SELECTED CODES 1 FROM MMDDYY PAGE 1 OF 5  
 RONALD P GILLIS P O BOX 380842  
 MURDOCK FL 33938-0842

FEE CODE	DESCRIPTION	DATE ASSESSED	AMOUNT	DATE PAID	AMOUNT	DATE WAIVED	AMOUNT
1	LATE FEE	06-19-07	41.14				
1	LATE FEE					06-28-07	41.14
1	LATE FEE	07-17-07	41.12				
1	LATE FEE			07-31-07	41.12		
1	LATE FEE	08-17-07	41.12				
1	LATE FEE			08-21-07	41.11		
1	LATE FEE			09-13-07	0.01		
1	LATE FEE	10-17-07	41.11				
1	LATE FEE	11-19-07	41.11				
1	LATE FEE	12-17-07	41.11				
1	LATE FEE	01-17-08	41.11				
1	LATE FEE	02-19-08	41.11				
1	LATE FEE	03-17-08	41.11				
NET	2219.94	TOTALS	2343.32		82.24		41.14

Page: 1 Document Name: untitled

FEE1 [REDACTED] FEE ACTIVITY LEDGER 06/04/12 11:33:33  
SELECTED CODES 1 FROM 110107 PAGE 1 OF 5  
RONALD P GILLIS P O BOX 380842  
MURDOCK FL 33938-0842

FEE CODE	DESCRIPTION	DATE ASSESSED	AMOUNT	DATE PAID	AMOUNT	DATE WAIVED	AMOUNT
1	LATE FEE	11-19-07	41.11				
1	LATE FEE	12-17-07	41.11				
1	LATE FEE	01-17-08	41.11				
1	LATE FEE	02-19-08	41.11				
1	LATE FEE	03-17-08	41.11				
1	LATE FEE	04-17-08	41.11				
1	LATE FEE	05-19-08	41.11				
1	LATE FEE	06-17-08	41.11				
1	LATE FEE	07-17-08	41.11				
1	LATE FEE	08-18-08	41.11				
1	LATE FEE	09-17-08	41.11				
1	LATE FEE	10-17-08	41.11				
1	LATE FEE	11-17-08	41.11				
NET	2178.83	TOTALS	2178.83		0.00		0.00

Page: 1 Document Name: unt. led

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 06-03-12  
NAME RP GILLIS INV-LN B0F-001-0010696683 DUE 10-01-07 TYPE 13-A  
PR PR MAN F P-TYPE 1 INT .0687500 FIRST PB 143,497.94 2ND PB .00  
AUD .00 NET 1080.80 SF .00250000 SUSP .00 STOP D B P F N A D L  
REP .00 RES .00 4 0 0 2 0 1 0 0  
APP 05-23 05-16 05-01 04-27 04-18  
SEG#/DUE 00-00 10-07 00-00 00-00 00-00  
TYPE/TRAN 6 31 1 52 6 01 6 33 6 31  
AMOUNT .00 .00 .00 .00 .00  
PRIN-PD .00 .00 .00 .00 .00  
PRIN-BAL 143,497.94 143,497.94 143,497.94 143,497.94 143,497.94  
INT-PD .00 .00 .00 .00 .00  
ESC-PD .00 .00 .00 .00 .00  
ESC-BAL .00 .00 .00 .00 .00  
A&H-INS .00 .00 .00 .00 .00  
LIFE-INS .00 .00 .00 .00 .00  
LC/FEES .00 1 41.11- .00 .00 .00  
MISC-PD .00 .00 .00 .00 .00  
ADV-BAL 18,582.58 18,582.58 18,582.58 18,582.58 18,582.58  
SUSP .00 .00 .00 .00 .00  
SC/PAYEE SE-FIRST RF09015 RE-PRMRASS SE-FIRST  
PAGE 001 OF 008 TOTAL TRANS AVAILABLE 0037 OLDEST TRAN 06-16-11 /P

Page: 1 Document Name: unt. led

DDCH [REDACTED] CORPORATE ADVANCE HISTORY SCREEN B0F/001 06/04/12 11:31:58  
RP GILLIS L: F:A B: R: 10/01/07 TYPE CONV. RES. ARM MAN F  
21238 COACHMAN AVE PORT CHARLOTT FL 33952-2624

----- \* MORE \* -----  
R C/A PAYEE TRAN RSN USR ESC PAYEE  
\_ SORT \_ SORT \_ SORT \_ SORT \_ SORT  
DATE RANGE: 12/10/07 THRU 06/01/12

05/28/2012 13:55:10 Charlotte, NC

TRN	USR	DATE	TRAN	AMT	ESC PAYEE	PAYEE	RSN	DESCRIPTION	ORIG	DSB
631	DKH	05/23/12		15.00	SE-FIRST	01R01	INSP	INSPECTION		
631	DKH	04/18/12		15.00	SE-FIRST	01R01	INSP	INSPECTION		
630	DKH	04/13/12		187.50	ATY-FL-JAM	01R01	ATTY	ATTORNEY FEES		
632	DKH	03/21/12		75.00	ATY-FL-JAM	01R01	TITL	TITLE POLICY		
632	DKH	03/21/12		700.00	ATY-FL-JAM	01R01	MEDI	ST RQ MEDIATION		
631	DKH	03/19/12		15.00	SE-FIRST	01R01	INSP	INSPECTION		
631	DKH	02/22/12		15.00	SE-FIRST	01R01	INSP	INSPECTION		
631	DKH	01/25/12		15.00	SE-FIRST	01R01	INSP	INSPECTION		
631	DKH	12/23/11		20.00	SE-FIRST	01R01	INSP	INSPECTION		
633	V6J	12/15/11		85.00	RE-PRMRASS	01R01	BROK	BPO		



Page: 1 Document Name: untitled

DDCH [REDACTED] CORPORATE ADVANCE HISTORY SCREEN B0F/001 06/04/12 11:32:03  
RP GILLIS L: F:A B: R: 10/01/07 TYPE CONV. RES. ARM MAN F  
21238 COACHMAN AVE PORT CHARLOTT FL 33952-2624

----- \* MORE \* -----  
R C/A PAYEE TRAN RSN USR ESC PAYEE  
\_ SORT \_ SORT \_ SORT \_ SORT \_ SORT  
DATE RANGE: 12/10/07 THRU 06/01/12

TRN	USR	DATE	TRAN	AMT	ESC PAYEE	C/A PAYEE RSN	DESCRIPTION	ORIG DSB
631	DKH	12/01/11		20.00	SE-FIRST	01R01 INSP	INSPECTION	
631	DKH	11/02/11		20.00	SE-FIRST	01R01 INSP	INSPECTION	
630	DKH	10/28/11		912.50	ATY-FL-JAM	01R01 ATTY	ATTORNEY FEES	
631	DKH	09/28/11		20.00	SE-FIRST	01R01 INSP	INSPECTION	
631	DKH	08/31/11		20.00	SE-FIRST	01R01 INSP	INSPECTION	
631	DKH	08/01/11		20.00	SE-FIRST	01R01 INSP	INSPECTION	
631	DKH	06/30/11		20.00	SE-FIRST	01R01 INSP	INSPECTION	
631	DKH	05/27/11		20.00	SE-FIRST	01R01 INSP	INSPECTION	
631	DKH	05/09/11		20.00	SE-FIRST	01R01 INSP	INSPECTION	
631	DKH	04/13/11		35.00	SE-FIRST	01R01 TRIP	TRIP CHARGE	

Page: 1 Document Name: unt. led

DDCH [REDACTED] CORPORATE ADVANCE HISTORY SCREEN B0F/001 06/04/12 11:32:06  
RP GILLIS L: F:A B: R: 10/01/07 TYPE CONV. RES. ARM MAN F  
21238 COACHMAN AVE PORT CHARLOTT FL 33952-2624

----- \* MORE \* -----  
R C/A PAYEE TRAN RSN USR ESC PAYEE  
\_ SORT \_ SORT \_ SORT \_ SORT \_ SORT  
DATE RANGE: 12/10/07 THRU 06/01/12

TRN	USR	DATE	TRAN	AMT	ESC PAYEE	C/A PAYEE	RSN	DESCRIPTION	ORIG	DSB
630	DKH	04/12/11		1,525.00	ATY-FL-JAM	01R01	ATTY	ATTORNEY FEES		
631	DKH	03/30/11		20.00	SE-FIRST	01R01	INSP	INSPECTION		
631	DKH	03/08/11		20.00	SE-FIRST	01R01	INSP	INSPECTION		
630	DKH	02/28/11		3,075.00	ATY-FL-JAM	01R01	ATTY	ATTORNEY FEES		
631	DKH	02/07/11		20.00	SE-FIRST	01R01	INSP	INSPECTION		
631	DKH	12/31/10		20.00	SE-FIRST	01R01	INSP	INSPECTION		
631	DKH	12/02/10		20.00	SE-FIRST	01R01	INSP	INSPECTION		
631	DKH	10/27/10		20.00	SE-FIRST	01R01	INSP	INSPECTION		
631	DKH	09/23/10		15.00	SE-FIRST	01R01	INSP	INSPECTION		
631	DKH	09/01/10		15.00	SE-FIRST	01R01	INSP	INSPECTION		

Page: 1 Document Name: untitled

DDCH [REDACTED] CORPORATE ADVANCE HISTORY SCREEN B0F/001 06/04/12 11:32:07  
RP GILLIS L: F:A B: R: 10/01/07 TYPE CONV. RES. ARM MAN F  
21238 COACHMAN AVE PORT CHARLOTT FL 33952-2624

----- \* MORE \* -----  
R C/A PAYEE TRAN RSN USR ESC PAYEE  
\_ SORT \_ SORT \_ SORT \_ SORT \_ SORT  
DATE RANGE: 12/10/07 THRU 06/01/12

TRN	USR	DATE	TRAN	AMT	ESC PAYEE	C/A	PAYEE	RSN	DESCRIPTION	ORIG	DSB
631	DKH	08/03/10		15.00	SE-FIRST		01R01	INSP	INSPECTION		
633	DNX	07/29/10		50.00	RE-PRMRASS		01R01	BROK	BPO		
630	DKH	07/07/10		1,073.40	ATY-FL-JAM		01R01	ATTY	ATTORNEY FEES		
631	DKH	07/02/10		15.00	SE-FIRST		01R01	INSP	INSPECTION		
631	DKH	06/01/10		15.00	SE-FIRST		01R01	INSP	INSPECTION		
631	DKH	05/04/10		15.00	SE-FIRST		01R01	INSP	INSPECTION		
630	DKH	04/30/10		162.50	ATY-FL-JAM		01R01	ATTY	ATTORNEY FEES		
631	DKH	04/07/10		15.00	SE-FIRST		01R01	INSP	INSPECTION		
631	DKH	03/08/10		15.00	SE-FIRST		01R01	INSP	INSPECTION		
631	DKH	02/02/10		15.00	SE-FIRST		01R01	INSP	INSPECTION		

Page: 1 Document Name: untitled

DDCH [REDACTED] CORPORATE ADVANCE HISTORY SCREEN B0F/001 06/04/12 11:32:08  
RP GILLIS L: F:A B: R: 10/01/07 TYPE CONV. RES. ARM MAN F  
21238 COACHMAN AVE PORT CHARLOTT FL 33952-2624

----- \* MORE \* -----  
R C/A PAYEE TRAN RSN USR ESC PAYEE  
\_ SORT \_ SORT \_ SORT \_ SORT \_ SORT  
DATE RANGE: 12/10/07 THRU 06/01/12

TRN	USR	DATE	TRAN	AMT	ESC PAYEE	C/A	PAYEE	RSN	DESCRIPTION	ORIG	DSB
633	49F	01/28/10		95.00	RE-PRMRASS	01R01	BROK	BPO			
631	DKH	12/30/09		15.00	SE-FIRST	01R01	INSP	INSPECTION			
632	DKH	12/21/09		129.51	ATY-FL-JAM	01R01	CLER	CLERK COSTS			
630	DKH	12/21/09		1,987.50	ATY-FL-JAM	01R01	ATTY	ATTORNEY FEES			
632	DKH	12/16/09		330.45	ATY-FL-JAM	01R01	CLER	CLERK COSTS			
631	DKH	12/02/09		15.00	SE-FIRST	01R01	INSP	INSPECTION			
630	Y99	07/03/09		125.00	FLALBERT	10R10	LITI	LITIGATION			
630	Y99	06/29/09		187.50	FLALBERT	10R10	ATTY	ATTY.FEE - F/C			
632	Y99	02/21/08		261.00	FLALBERT	54R51	FIFC	FILING FEE-F/C			
632	Y99	02/21/08		325.00	FLALBERT	54R51	TISR	TITLE SEARCH			

Page: 1 Document Name: untitled

DDCH [REDACTED] CORPORATE ADVANCE HISTORY SCREEN B0F/001 06/04/12 11:32:09  
RP GILLIS L: F:A B: R: 10/01/07 TYPE CONV. RES. ARM MAN F  
21238 COACHMAN AVE PORT CHARLOTT FL 33952-2624

----- \* END \* -----  
R C/A PAYEE TRAN RSN USR ESC PAYEE  
\_ SORT \_ SORT \_ SORT \_ SORT \_ SORT  
DATE RANGE: 12/10/07 THRU 06/01/12

TRN	USR	DATE	TRAN	AMT	ESC	PAYEE	C/A	PAYEE	RSN	DESCRIPTION	ORIG	DSB
632	Y99	02/21/08		225.00		FLALBERT		54R51	PROC	PROCESS SERVICE		
630	Y99	02/21/08		840.00		FLALBERT		54R51	ATTF	ATTY.FEE - F/C		

\*\* TOTAL SELECTED DDCH CORP ADV TRANS: 12,926.86

Page: 1 Document Name: unt: .ed

SER1 [REDACTED] CUSTOMER SERVICE INV BOF/001 06/03/12 12:40:18  
RONALD P GILLIS 000-00-[REDACTED] 0 TYPE CONV. RES. ARM MAN F  
000-00-0000 IR 6.87500 BR PR 941-629-0471  
21238 COACHMAN AVE PORT CHARLOTT FL 33952-2624 0 000-000-0000  
PD ALBERTELLI ICLEAR INV#07-02944LITIGATIONNN >: 04/12/12  
ARM1-----\* ARM TYPE \*

PLAN IR INDX INDEX NAME LEAD TIME ----- ORIGINAL -----  
IOFR 0/000/120-012/NON ARM IO FIXED R 837.32 : P&I  
NEXT PEND DATE PER(PMTS) ORIG IR: 6.87500 07/01/36 : IR CHG DT  
IR: 07/01/36 120 INIT INDEX: 07/01/16 : P&I CHG DT  
P&I: 07/01/16 120 INIT IR: 360 : TERM  
LTR/TAP 146,150.00 : PRIN BAL  
MAX PB: MARGIN: --CURR PRIN BAL/DUE DATE--  
ROUND: 143,497.94 : 10/01/07

CHANGE IR CALC \* ARM LOAN CHANGE HISTORY \*-----\* PF8 ADDL INFO \*-----  
DATE METHOD INDEX INT RATE PAYMENT P&I IR CARRY  
07/01/36 1 -UNAVAIL- PAYMENT OVER BAL  
07/01/16 1 6.87500 -UNAVAIL-  
10/01/07 1 6.87500 822.12

---\* PF2 FOR ADDL MESSAGES \*-----\* PF4 FOR ARM INDEX TABLE \*---  
PRESS PF14 FOR MEMOS ACTIVE FORECLOSURE  
DIST-TYPE = 1 INTEREST-ONLY LOAN  
LOAN IS IN FORECLOSURE, F/C STOP = 2 PROC STOP = 4 FORECLOSURE

Charlotte Co